

1 BILL NO. S-83-12-10

2 SPECIAL ORDINANCE NO. S-268-83

3 AN ORDINANCE approving a Contract
4 by the City of Fort Wayne by and
5 through its Board of Public Works
6 and Lawn & Turf Landscaping, Inc.,
7 for Res. #5995-83, Wells Street
8 Commercial Revitalization Project.

9 NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF
10 THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. The annexed Contract, made a part hereof,
12 by the City of Fort Wayne by and through its Board of Public
13 Works and Lawn & Turf Landscaping, Inc., for Res. #5995-83, Wells
14 Street Commercial Revitalization Project, is hereby ratified, and
15 affirmed and approved in all respects. The work under said Con-
16 tract requires:

17 improvement by various sites within
18 the Wells Street Commercial Revitali-
19 zation project by planting trees,
20 installing screening fences, and
21 other related work;

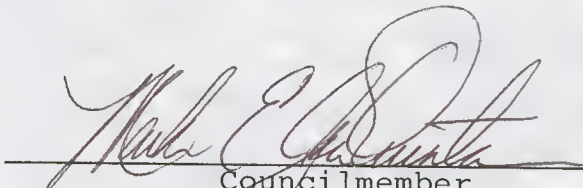
22 involving a total cost of Eighteen Thousand Eight Hundred Nineteen
23 and 78/100 Dollars (\$18,819.78).

24 SECTION 2. Prior Approval was received from Council
25 with respect to this Contract on October 11, 1983. Two (2) copies
26 of the Contract attached hereto are on file with the Office of
27 the City Clerk, and are available for public inspection.

28 SECTION 3. That this Ordinance shall be in full force
29 and effect from and after its passage and any and all necessary
30 approval by the Mayor.

31 APPROVED AS TO FORM
32 AND LEGALITY

33 
Bruce O. Boxberger, City Attorney


Councilmember

Read the first time in full and on motion by GiaQuinta, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 12-13-83

Sandra E. Kennedy
CITY CLERK

Read the third time in full and on motion by GiaQuinta, seconded by Stier, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 12-27-83

Sandra E. Kennedy
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) NO. 1268-83 on the 27th day of December, 1983.

ATTEST:

(SEAL)

Sandra E. Kennedy

Ray A. Ebert

CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of December, 1983, at the hour of 1:00 o'clock P.M., E.S.T.

Sandra E. Kennedy

CITY CLERK

Approved and signed by me this 28th day of December 1983, at the hour of 4 o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

73-229-9
11/30/83

CONTRACT

This Agreement, made and entered into this 30th day of November 1983
by and between Lawn and Turf Landscaping, Inc.

6136 Winchester Road, Fort Wayne, IN 46809

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City" under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve various sites within the Wells Street Commercial Revitalization project by planting trees, installing screening fences, and other related work according to Resolution No. 5995-83.

as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5995-83 attached hereto and by reference made a part hereof and at the following

unit prices:

Work Before 1-1-84

Armstrong Red Maple 3½" ea.

Three hundred forty three dollars \$ 343.00
and no cents

Red Sunset Maple 3½" ea.

Three hundred forty seven dollars 347.00
and no cents

Armstrong Juniper 24" ea.

Twenty dollars and no cents 20.00

Shredded Bark Mulch/Weed Mat S.F.

No dollars and forty six cents .46

Removal of Pavement and Base S.F.

One dollar and ten cents 1.10

Timber Fence L.F.

Twelve dollars and five cents 12.05

Work After 1-1-84

Armstrong Red Maple 3½" ea.

Three hundred thirty dollars 330.00
and no cents

Red Sunset Maple 3½ ea.

Three hundred thirty seven dollars 337.00
and no cents

Shredded Bark Mulch/Week Mat S.F.

No dollars and forty six cents .46

Removal of Pavement and Base S.F.

One dollar and ten cents 1.10

Timber Fence L.F.

Twelve dollars and ten cents 12.10

Total Eighteen thousand, eight hundred and nineteen dollars and seventy-eight cents \$18,819.78

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act, (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

Copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment for municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5995-83, the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before DEC 23, 1983 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of * for each and every day after said

DECEMBER 23RD, 1983 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 18th

day of NOVEMBER, 1983

ATTEST:

Haroline Demig
Corporate Secretary

Lawn and Turf Landscaping, Inc.

BY: Don Demig

ITS: PRESIDENT

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[Signature]
Betty R. Collins
[Signature]
[Signature]

Its Board of Public Works and Mayor.

ATTEST:

Alexander Gochman
Secretary and Clerk

KNOW ALL MEN BY THESE PRESENTS, that we Lawn and Turf Landscaping, Inc.
as Principal, and the RELIANCE INSURANCE COMPANY

_____, a corporation organized under the laws of the
State of Indiana, and duly authorized to transact business in the
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of Eighteen thousand eight
hundred nineteen dollars and seventy eight cents-----
(\$18,819.78-----), for the payment whereof well and truly to be made,
the Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents. The
condition of the above obligation is such that

WHEREAS, the Principal did on the 30th day of November, 1983,
enter into a contract with the City of Fort Wayne to construct

Improvement Resolution No. 5995-83

Improve various sites within the Wells Street Commercial Revitalization project by planting
trees, installing screening fences, and other related work.

at a cost of \$18,819.78-----, according to certain plans and specifications
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement
provides:

1. That said improvement shall be completed according to said plans and
specifications, and contractor shall warrant and guarantee all work, mater-
ial, and conditions of the improvement for a period of three (3) years from
the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-
tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-
tions, and repairs as required by the City within thirty (30) days after
notice.

245 I, the undersigned, for value received, hereby stipulated and agreed, that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall, ^{per the terms of the specifications.} ~~for three (3) years after~~ acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

Lawn and Turf Landscaping, Inc.
(Contractor)
BY: *Eric Denny*
ITS: PRESIDENT

ATTEST:

(Title)

RELIANCE INSURANCE COMPANY
Surety
*BY: *Steve P. [Signature]*
Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Lawn and Turf Landscaping, Inc.

(Name of Contractor)

6136 Winchester Road, Fort Wayne, IN 46809

(Address)

a CORPORATION, hereinafter called Principal,
(Corporation, Partnership or Individual)

and RELIANCE INSURANCE COMPANY
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of EIGHTEEN THOUSAND, EIGHT HUNDRED NINETEEN & 78/100 DOLLARS (\$18,819.78)....

for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 30th day of NOVEMBER, 19 83, for the construction of:

Resolution No. 5995-83

Improve various sites within the Wells Street Commercial Revitalization project by planting trees, installing screening fences, and other related work.

at a cost of Eighteen thousand eight hundred nineteen dollars and seventy eight cents
(\$18,819.78-----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

ON, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in THREE (3) counter-
(number)
parts, each one of which shall be deemed an original, this 21st day of
NOVEMBER, 1983.

(SEAL)

ATTEST:

Karoline Denig
(Principal) Secretary

Wicki R. Wafford
Witness as to Principal

R#2
(Address)

Wabestville, In 46795

Martin E. Manske
Witness as to Surety
1721 Magnavox Way - P. O. Box 885
Fort Wayne, IN 46801
(Address)

Lawn and Turf Landscaping, Inc.
Principal

BY Erin Denig
Pres
(Title)

6136 Winchester Road
Fort Wayne, IN 46809
(Address)

RELIANCE INSURANCE COMPANY
Surety
BY Walter E. Kapfmeier
Attorney-in-Fact
(Authorized Agent)

1721 Magnavox Way - P. O. Box 885
Fort Wayne, IN 46801
(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

BILL NO. S-83-12-10

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN
ORDINANCE approving a Contract by the City of Fort Wayne by and through
its Board of Public Works and Lawn & Turf Landscaping, Inc., for
Res. #5995-83, Wells Street Commerical Revitalization Project

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

MARK E. GIAQUINTA, CHAIRMAN

Mark E. Giaquinta

JAMES S. STIER, VICE CHAIRMAN

James S. Stier

JANET G. BRADBURY

Janet G. Bradbury

SAMUEL J. TALARICO

Samuel J. Talarico

DONALD J. SCHMIDT

Donald J. Schmidt

*Concurred
12-27-83*

TITLE OF ORDINANCE Contract for Res. 5995-83, Contract for Wells St. Commercial
DEPARTMENT REQUESTING ORDINANCE Board of Public Works Revitalization Pro
SYNOPSIS OF ORDINANCE Contract for Res. 5995-83, improvement by various sites within
the Wells Street Commercial Revitalization project by planting trees, installing
screening fences, and other related work, Lawn & Turf Landscaping, Inc., Contractor.

PRIOR APPROVAL RECEIVED 10/11/83

EFFECT OF PASSAGE Improvement of Wells Street

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$18,819.78

ASSIGNED TO COMMITTEE